



Tallahassee Rock Gym
629-F Industrial Drive
Tallahassee, Florida 32310
(850)224-ROCK

2012 PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

Please print legibly in black or blue ink. Only one participant per form.

Participant Name: (First) _____ (Last) _____

THIS IS A LEGALLY BINDING AGREEMENT. Read it carefully before signing, and consult with an attorney if you are uncertain about its terms. Alterations are not permitted. The Agreement must be signed by all participants 14 years of age or older. If the participant is a minor (under 18), the Agreement must be signed also by the child's natural guardian (defined by Florida law as the child's mother or father, by birth or adoption, or, if the parents are divorced, the parent to whom custody is awarded). The natural guardian signs for himself or herself and on behalf of the child. Minors presenting this form bearing a signature of a guardian may be required to prove the authenticity of the signature.

SPECIAL NOTICE TO THE MINOR CHILD'S GUARDIAN:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT EVEN IF WHAT, INC., doing business as, TALLAHASSEE ROCK GYM, ITS OWNERS, AFFILIATES, EMPLOYEES, AND AGENTS (IDENTIFIED AS "RELEASED PARTIES", BELOW) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM A RELEASED PARTY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration of being allowed to participate, participant and, if participant is a minor, natural guardian, acknowledge and agree as follows:

1. Activities and Risks

Climbing on an artificial climbing wall entails numerous known and unanticipated risks which might result in physical and emotional injury, paralysis, death, or property loss and damage. The risk includes, but is not limited to, the following: rented equipment failure; falling to the ground, on other users, or being fallen on by other users; abrasions from the walls, ropes, pads, or the floor; equipment failure; belay or belayer failure; climbing out of control or beyond one's personal limits, the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries or over training; head injuries; or participant's own negligence.

Furthermore, the staff or guides of WHAT, INC. d/b/a TALLAHASSEE ROCK GYM have difficult jobs to perform; they seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instruction, and the equipment being used might malfunction.

These risks are inherent in a participant's enrollment and climbing activities, and they cannot be eliminated without altering the nature of the experience. Other risks may be encountered. If I am a natural guardian of a minor participant, I have explained the risks and possible outcomes to the child, who nevertheless, chooses to participate. My, or the child's, participation is voluntary.

2. Assumption of Risks

I, participant and, if the participant is a minor, natural guardian, for myself and on behalf of the child, to the maximum extent allowed by law, *acknowledge and assume any and all risks* of WHAT, INC. d/b/a TALLAHASSEE ROCK GYM activities and the use of its facilities and equipment, inherent or not, and whether or not described in the document.

3. Release and Indemnity (Adult Participant or Natural Guardian, for themselves only)

If I am an adult participant, or natural guardian, I, for myself only, hereby release and covenant not to sue WHAT, INC. d/b/a TALLAHASSEE ROCK GYM, its owners, employees, affiliates, and agents (*herein, each a "Released Party," or collectively "Released Parties"*), from liability

for any personal injury including death, property loss or damage, or any and all other claims, demands or causes of action which accrue to me, which are in any way related to my, or the minor child's, enrollment or participation in an activity of WHAT, INC. d/b/a TALLAHASSEE ROCK GYM or the use of its facilities or equipment. This release includes claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of Released Parties or any of them, but not intentionally wrongful conduct.

In addition, I agree to protect, defend, hold harmless and indemnify (including the payment of reasonable attorney fees, costs and insurance deductibles) Released Parties and each of them, with respect to any claim, by whomever it may be brought, arising in whole or in part from my, or, to the extent allowed by law, the minor child's, enrollment in an activity of WHAT, INC. d/b/a TALLAHASSEE ROCK GYM or the use of its facilities or equipment, whether related to a loss suffered or caused by me, or suffered by the child. This indemnity includes claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of RELEASED PARTIES or any of them, but not intentionally wrongful conduct.

4. Release and Indemnity (Natural Guardian on behalf of the Minor Participant)

If I am the natural guardian of a minor participant I, on behalf of my minor child, hereby release and covenant not to sue RELEASED PARTIES or any of them from liability for personal injury, including death, property loss or damage and any other claims, demands or causes of action which accrue to the child resulting from an inherent risk of the child's enrollment or participation in an activity of WHAT, INC. d/b/a TALLAHASSEE ROCK GYM or the use of its facilities or equipment. *IMPORTANT: for purposes of this Release by the natural guardian on behalf of the minor child "inherent risk" is defined by Florida Law as those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the activity provider acts with due care in a reasonable manner. The term includes, among other acts and omissions, the failure of the activity provider to warn the natural guardian or child of an inherent risk, and the negligent or intentional acts of the child or another participant which may contribute to the injury or death of the minor participant. "Participant" for purposes of this Release, DOES NOT include WHAT, INC. d/b/a TALLAHASSEE ROCK GYM, its owners, affiliates, employees or agents.*

5. Other

I certify that I have adequate insurance to cover any injury or damage I may suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly by any such condition.

I, adult participant or natural guardian, further agree that if any part of this Agreement is held by a Court of law to be unenforceable, the remainder shall survive.

It is my intent to comply fully with Florida Law, including with respect to a natural guardian's authority to release certain claims on behalf of his or her child or ward.

The venue of any legal action arising out of, concerning or involving this document, or a claim of any sort against a Released Party will be Leon County, Florida. I agree also that the laws of the State of Florida (not including the laws which might apply of another jurisdiction) will be applied to an interpretation of this Agreement and any dispute which arises between me, or the child, and a Released Party.

I agree further that this Agreement will remain in full force and effect, and apply to subsequent visits to the TALLAHASSEE ROCK GYM by me or the minor child, until revoked in writing, with notice to the other party. Future participation and use of the TALLAHASSEE ROCK GYM is evidence of my or the child's continuing agreement with the terms of this document.

I understand that photographs and video recordings which include me or the child may be taken at the facilities of TALLAHASSEE ROCK GYM. I agree that TALLAHASSEE ROCK GYM may use my or the child's likeness in any or all of its publications and advertisements without payment or any consideration.

I, or the child, have read, understand and agree to obey the posted Safety Rules which are printed and available at TALLAHASSEE ROCK GYM and its website.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against WHAT, INC. d/b/a TALLAHASSEE ROCK GYM on the basis of any claim from which I have released them herein. I further represent that I have complete and absolute authority to bind, contract for and legally act, on behalf of the minor participant, and understand and agree that RELEASED PARTIES rely to their detriment upon this representation and would not allow the minor child to participate without this representation.

I have had sufficient opportunity to read this entire document. I have read and understood it. I agree and intend to be bound by the terms of this document and for it to be binding on myself, or my minor child who is a participant, and members of my, and the child's, respective families, estates and personal representatives.

Participant's Name (PRINTED) _____ Date of Birth _____

Participant's Signature (if 14 or over) _____ Today's Date _____

Address _____ City _____ State _____ ZIP _____

Phone # _____ E-mail _____ College Student? Yes No

Parent's Signature _____ Today's Date _____

Parent's Name (Printed) _____